

defined in the FLSA is a conclusion of law to which no responsive pleading is required. The remaining allegations of this paragraph are denied.

3. Defendants admit that Ronald Totten is director of technical operations at CCG. The allegation that Mr. Totten is an employer as that term is defined in the FLSA is a conclusion of law to which no responsive pleading is required.

4. The allegations of this paragraph constitute conclusions of law to which no responsive pleading is required.

VENUE AND JURISDICTION

5. Denied.

6. The allegations of this paragraph constitute conclusions of law to which no responsive pleading is required.

7. Admitted.

STATEMENT OF FACTS

8. Defendants admit that CCG is a limited liability corporation. The remaining allegations of this paragraph are denied.

9. Defendants admit that CCG is a provider of engineering, construction, and construction management services largely to the cable television industry. The remaining allegations of this paragraph are denied.

10. Admitted.

11. The allegations of this paragraph constitute conclusions of law to which no responsive pleading is required.

12. Defendants admit that in 2003 Plaintiff claimed he was owed overtime pay from CCG. The remaining allegations of this paragraph are denied.

13. Defendants admit that after Plaintiff claimed he was owed overtime pay, the parties reached the agreement attached to Plaintiff's Complaint as Exhibit A. The allegations pertaining to the terms of that agreement purport to characterize a written document which speaks for itself. The remaining allegations of this paragraph are denied.

14. Denied.

15. Denied.

16. Admitted.

17. Denied.

18. Denied.

19. Denied.

AFFIRMATIVE DEFENSES

1. Plaintiff's claims for monetary relief are barred in whole or in part due to mitigation of and/or failure to mitigate damages.

2. Defendants at all relevant times made a good faith and reasonable effort to comply with all applicable statutes and laws, and therefore, Plaintiff cannot recover liquidated and/or punitive damages.

3. To the extent Plaintiff is claiming an entitlement to overtime pay, Plaintiff's claims are barred by the applicable statute of limitations.

4. To the extent Plaintiff is claiming an entitlement to overtime pay, Plaintiff's claims are barred by the doctrine of accord and satisfaction.

5. Plaintiff's claims against Defendants are barred by the doctrines of laches and/or estoppel.

6. Plaintiff's claims are barred due to the fact that absent any alleged protected activity, Plaintiff still would have been discharged from employment.

WHEREFORE, Defendants request that the Court dismiss Plaintiff's Complaint and award Defendants their fees and costs and such other relief as the Court deems just and proper.

Respectfully submitted,

Of Counsel:

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Dated: March 4, 2004

CERTIFICATE OF SERVICE

I hereby certify that on March 4, 2004 a true and correct copy of the foregoing answer and affirmative defenses to Plaintiff's Complaint was served, by way of automatic notification using the Court's electronic filing system, on the following person:

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